

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

These General Terms and Conditions of Sale and Delivery (hereinafter, the “**T&C**”) govern the Price Quotation (hereinafter, the “**PQ**”) issued by Admatec Europe B.V. (hereinafter, the “**Supplier**”) to the customer indicated in the PQ (hereinafter, the “**Customer**”). These T&C constitute an integral part of the PQ and are incorporated therein by reference.

1. General

All deliveries made by the Supplier are exclusively subject to the following Terms of Delivery. These T&C shall also be deemed accepted for all subsequent business dealings, even if the Supplier does not explicitly refer to them when entering into other contracts. These T&C also applies to telephone. The acceptance of the goods delivered by the Supplier or the receipt of services provided by the same always constitutes acceptance of these T&C, unless otherwise expressed by the Customer towards the Supplier immediately. Deviating agreements or supplements and, in particular, agreements made with the sales representatives of the parties hereto, are only binding if they are confirmed by the Supplier in writing. Any contradicting terms and conditions of purchase of the Customer do not apply, even if these are not expressly objected to in writing.

2. Price Quotation

- 2.1. The documents, such as images, drawings, information on weight and dimensions, etc., which are merely attached to the PQ but do not constitute part of the PQ itself, only serve to provide approximate data and do not constitute a statement on the composition of the goods unless the Supplier has expressly declared them to be binding. All PQs are subject to change without notice. Cost estimates are generally non-binding.
- 2.2. The documents pertaining to the PQ as well as all associated appendices remain the property of the Supplier. They may not be made available to third parties without the express written consent of the Supplier and, in the event that a contract does not come to fruition, must be sent back to the Supplier upon request.

3. Consummation of a Transaction

- 3.1. The contract is deemed concluded when the Supplier, after receiving an order, confirms that order in writing, if applicable within the period specified by the Customer. Prior to concluding a contract for the supply of the goods, Supplier may request Customer to provide certain information which is required in order for Supplier to be able to perform a credit check on the Customer.
- 3.2. If the Supplier, when issuing a written PQ, stipulates a period of acceptance for the Customer, then the contract is deemed concluded when the Customer has sent a written declaration of acceptance within the period set, which must be received by the Supplier within one week after expiry of the acceptance period.
- 3.3. The parties are obliged to make available all documents and other information pertaining to their respective areas of responsibility that are required for the parties to fulfil their contractual duties, in particular for the import and export of goods or for the shipment thereof.
- 3.4. Customer hereby acknowledges that the goods sold by the Supplier may include software which is subject to additional terms and conditions set forth in an electronic license agreement (the “**EULA**”). In case of conflict or inconsistency between the terms of these T&C, the terms of the PQ, the terms of the EULA and the terms of any other written agreement between Supplier and Customer, the following order of precedence shall apply in sequential order:
 - 3.4.1. The terms of the PQ;
 - 3.4.2. The terms of the T&C;
 - 3.4.3. The terms of the EULA;
 - 3.4.4. The terms of any other written agreement between Supplier and Customer.

4. Content of PQ

All information provided by the Supplier on the goods, in particular the pictures, drawings, and quality, quantity, weight, measurement, and performance data contained in the PQs and publications, are provided as approximate data only and do not constitute information on the composition of the goods. The quality, suitability, qualification, function and intended use of the goods offered by the Supplier are determined exclusively by the specifications and technical qualifications of the Supplier as specified in the contract. If the confirmation of order does not contain any set limit for tolerances and no such tolerances are apparent from explicitly accepted customer specifications, then tolerances customary to the industry are permissible. Public statements, endorsements or advertisements by the Supplier or third parties do not constitute descriptions as to the composition of the goods. All communications, machine interfaces, manuals and technical information will be provided in English.

5. Delivery Terms

Unless otherwise agreed upon by the Supplier in writing, delivery terms are Ex-Works (Incoterms (c) 2020) Supplier's facility in Alkmaar, The Netherlands. Prices includes loading of the goods at Supplier's facility but does not include packaging.

6. Payment

- 6.1. Unless otherwise agreed upon by the parties hereto in writing, payments are to be made directly to the Supplier and not to representatives or third parties. Unless otherwise agreed upon by the parties hereto in writing, the following payment terms apply: For deliveries of machines: 50 % net down payment upon receipt of the order confirmation 40 % net upon indication of readiness for delivery 10 % net 30 days after invoice date.
- 6.2. The Customer is not entitled to retain payments or to offset counterclaims due to the Supplier, unless such claims are undisputed, have become res judicata or are ready for judgment.
- 6.3. Bills of exchange and cheques will only be accepted as conditional payment and subject to being honoured. The claims of the Supplier become due immediately, regardless of the term of any bill of exchange accepted as conditional payment, if the Customer does not comply with contractual agreements. In the event of a delay in payment, protest of a bill of exchange or suspension of payment by the Customer, the Supplier is entitled to demand immediate payment of the entire claim, including claims relating to any outstanding bills of exchange, regardless of the agreed due date. This shall also apply if the Supplier becomes aware of circumstances that give rise to founded and considerable doubts with regard to the Customer's solvency or creditworthiness. This shall also apply if these circumstances already existed at the time of ordering but were unknown and could not be known to the Supplier then. In all of the above cases, the Supplier is also entitled to make outstanding deliveries subject to payment in advance or to provision of security and, if no advance payment is made or security furnished within two weeks of the Supplier's corresponding demand, to withdraw from the contract without setting another time limit. Further claims shall remain unaffected. The duty to provide payment in advance does not apply if the contractual partner has a claim against the Supplier, which is undisputed or has become res judicata.
- 6.4. If the payment deadlines are not adhered to, the Supplier will charge default interest in the amount of 8 percentage points per annum above the respective base rate of the main refinancing facility of the EU bank unless higher or lower damage can be proven.
- 6.5. After setting a reasonable extension period, the Supplier is entitled to withdraw from the contract and/or to claim compensation instead of demanding payment.

7. Delivery Period; Force Majeure

- 7.1. The delivery period begins on the date of the order confirmation, but not before the Customer has procured the requisite documents, licenses and approvals, and not before receipt of the agreed down payment.
- 7.2. The delivery period is deemed adhered to if, upon its expiry, the delivery item has left the plant or if notification of its readiness for dispatch has been issued.

- 7.3. Prior to the scheduled installation of the goods, Customer consents to adhere and comply with all site preparation suggestions provided to it by the Supplier, which may be updated from time to time at the sole discretion of the Supplier.
- 7.4. Promptly following the installation of the goods, and provided that Customer opted to receive such service, Supplier will provide training for the operation of the goods to one or two individuals which were chosen by Customer. Such individuals will be, after successfully completing the training, certified operators of the goods.
- 7.5. In the event of force majeure - for instance as a result of industrial action, particularly strikes and lockouts, or as a result of war, operational disturbances, restrictions in connection with national and international law, in particular export control provisions, embargos or similar sanctions, as well as in the event that sub-Suppliers of the Supplier fail to deliver or to deliver on time, irrespective of the reason, and any other unforeseeable hindrances to delivery for which the Supplier is not accountable - the delivery period shall be extended by the time required to eliminate the hindrance to performance as well as by an appropriate start-up period thereafter. The Supplier will inform the Customer as soon as possible in the event of such a hindrance. Should the hindrance to performance appear to be permanent, then the Supplier is entitled to withdraw from the agreement either in full or in part. If the Supplier wishes to avail of its right to withdraw, then it is obligated to inform the Customer accordingly as soon as it becomes aware of the extent of the hindrance to performance, even if an extension to the delivery period had initially been agreed with the Customer.
- 7.6. Compliance with the delivery period is subject to the Customer fulfilling its contractual duties. If a delay in delivery or assembly is attributable to the Customer, then the costs incurred by the Supplier as a result of employee waiting times and any daily allowances due shall be compensated for.
- 7.7. The Supplier is entitled, however, if the Customer is responsible for the unsuccessful expiry of a set time period and after granting a reasonable additional period, to withdraw from the contract and/or to demand compensation in lieu of performance.

8. Transfer of risk

- 8.1. All sales are e Ex-Works (Incoterms (c) 2020) Supplier's facilities in The Netherlands, and OEM parts will be provided Ex-Works (Incoterms (c) 2020) OEM's facility. The risk passes to the Customer, also in case of partial deliveries, as soon as the consignment has been handed over to the person in charge of the transport, regardless of whether this person belongs to the Supplier's company or is a third party, unless section 8.2 below applies. The risk is also transferred to the Customer as soon as the consignment has left the Supplier's warehouse for dispatch purposes.
- 8.2. If the Customer refuses to accept the goods or if the consignment is delayed for other reasons attributable to the Customer, then the transfer of risk takes place upon the Customer's refusal of acceptance.
- 8.3. Insurance policies against transport damages will only be taken out at the request and cost of the Customer unless other individual agreements have been made.

9. Retention of title

- 9.1. All delivered goods remain the property of the Supplier (reserved goods) until all existing claims and all claims arising after conclusion of the contract have been settled, in particular the respective outstanding debts.
- 9.2. The Customer assigns to the Supplier with immediate effect any claims and ancillary rights arising out of the resale of the reserved goods, including those pertaining to contracts for work and services or contracts for the delivery of movable goods to be manufactured or created. They serve as security to the same extent as the reserved goods themselves. Assignment to third parties is only permissible with the prior written consent of the Supplier.
- 9.3. If the Customer sells the reserved goods together with other goods not ordered from the Supplier, then the assignment of claims resulting from the resale of goods only applies to the value of the reserved goods as invoiced at the time of their delivery. Upon selling goods that are co-owned by the Supplier, the assignment of claims only applies to the co-owned proportion.

- 9.4. The Customer may only sell the reserved goods within the course of its customary business, at its regular conditions and subject to agreement on a reservation of title, the extent of which is defined by the Supplier. The Customer is authorized to collect claims arising out of the resale.
- 9.5. If the Customer fails to fulfil its duties toward the Supplier, which arise out of this agreement or other agreements, or if circumstances become apparent that reduce its creditworthiness, then the Customer is obligated, at the request of the Supplier, to name a third party debtor. Should the Customer fail to properly fulfil its contractual duties toward the Supplier, then the Supplier is entitled to prohibit the Customer from reselling, processing or transforming the reserved goods or from combining or mixing these with other goods. The Supplier is furthermore entitled to withdraw its authorization to collect claims.

10. Liability

- 10.1. Supplier is liable only for damages caused intentionally or caused through gross negligence. Supplier is in no case liable for the usability of the delivered goods, as long as the goods are free from any defect.
- 10.2. Supplier accepts liability for damage suffered by Customer, that is the consequence of an imputable shortcoming in the compliance with its legal obligation, if and insofar this liability is covered by its insurance, up to the amount of the pay-out by the insurance, increased with the applicable own risk. If the insurer for any reason does not proceed to distribution, then the liability of Supplier is limited to the amount of the invoice with a maximum of € 25,000.00.
- 10.3. In deviation of what has been stipulated in sections 10.1 and 10.2 above, Supplier accepts no liability for damage because of exceeding the delivery term as a consequence of changed circumstances and damage as a consequence of defective cooperation, information or materials of the Customer.
- 10.4. Supplier accepts no liability for goods which have been made available by the Customer to it or have been delivered to it.
- 10.5. Supplier is not liable because of violation of patents, licences or other rights of third parties by the use of data, which have been provided to it by or on behalf of the Customer for the execution of the commission.
- 10.6. Supplier is never liable for consequential or enterprise damage, indirect damage and profit or turnover loss.

11. Warranty and Service

- 11.1. Supplier warrants that goods that carry the brand ADMATEC, shall be free during one year after the date of delivery of material defects (the “**Warranty Period**”). Supplier shall provide free of charge replacement components during this period on Ex-Works (Incoterms (c) 2020) delivery terms, at Supplier’s facility in Alkmaar, The Netherlands.
- 11.2. Customer support on the operation of Admaflex 3d Printers is available online in Supplier’s website. The response time to service requests is usually 1 working day after receiving the service call with diagnostic file via email to support@admateceurope.com, and the repair itself will be done with a reasonable care and skills.
- 11.3. Supplier shall repair no defects and replace no defective goods if the defect is the consequence of an external cause, such as wear and tear by normal use, deliberate damage, negligence or if software or hardware of a third party not delivered by Supplier, is installed by Customer on or is connected with the good delivered by Supplier, or in case of an accident, danger, humidity management, electrical voltage or other surrounding circumstances that usually are not found in a safe environment, or in case the goods have been modified or repaired by a third party.
- 11.4. The obligation of Supplier to repair or replacement is not applicable on consumables or articles for use.
- 11.5. On the goods delivered by Supplier that do not carry the brand Admatec, warranty shall be given, such as that has been granted by the concerned manufacturer or sub-Supplier to Supplier and is complied with towards Supplier (back to back).

- 11.6. Supplier offers the Customer the possibility to conclude a service and maintenance agreement for goods carry the brand ADMATEC. Access to the logfiles is mandatory for diagnosis and warranty requests. Excluded from warranty are problems related to use by untrained operators and use of own materials/feedstock/slurries.
- 11.7. Supplier's warranties and Customer's remedies hereunder are solely for the benefit of the Customer who purchased the goods from the Supplier and shall not be extended to any person/entity whatsoever.

12. Customer's Obligations, Rights.

- 12.1. Except for the rights expressly granted to Customer hereunder, no other rights or interest whatsoever to or in the goods are transferred or granted to Customer. Without limiting the foregoing, Customer will not: (i) reverse engineer, disassemble, decompile, modify, or alter the goods, or any part thereof (including the packaging and labelling thereof), or otherwise attempt to reconstruct or discover any source code or underlying ideas or algorithms of the goods or any portion thereof by any means whatsoever; (ii) use the goods for any purpose other than the purposes detailed in the goods label and user manual; (iii) copy the goods, develop any derivative works, improvements or modifications thereof or include any portion of the goods in other devices; or (iv) use the goods with spare parts or consumables not supplied by Supplier.
- 12.2. Customer hereby represents that it has the full right, power and authority to enter into and to execute the PQ and undertake to perform these T&C. In the event that Customer is a corporation, Customer hereby represents that the execution, delivery and performance of these T&C by Customer have been duly authorized by all necessary corporate action.
- 12.3. Customer agree not to export or re-export any of the goods to any prohibited country in violation of any US or The Netherlands' export laws, and to indemnify the Supplier against any claim, demand, action, proceeding, investigation, loss, liability, cost and expense, including attorney's fees and expenses, suffered or incurred by the Supplier and arising out of or related to any violation by Customer of this Section 12.3. Additionally, Customer will be fully responsible to obtain and provide for itself, at Customer's cost, with any and all licenses, permits, and certificates required for the exportation, importation and license of the Products.
- 12.4. Customer agrees that Supplier may use diagnostic and operation information gathered from the goods for the sole purpose of improving and developing Supplier's goods.

13. Cancellation

Except as otherwise agreed upon by the parties hereto, Customer may only cancel or modify a PQ within five (5) days as of the date Supplier had indicated acceptance thereof, by providing the Supplier with written notice, and subject to the terms thereof. Supplier reserves the right to revise this PQ if further details regarding the specification of the goods/services underlining the PQ become known, or if additional requirements \ modifications are requested by Customer.

14. Statute of Limitations

All legal claims of Customer on the basis of an agreement subject to these T&C, shall expire after expiry of one year, to be counted from the day on which the goods have or should have been delivered or from the day that the activities were or should have been completed.

15. Indemnification

- 15.1. Customer hereby consents to indemnify and hold the Supplier its directors, officers, employees, advisors and agents harmless from and against all claims, demands, liabilities costs and expenses incurred or suffered by Supplier arising out of any breach of these T&C by Customer or any third party acting on Customer's behalf.
- 15.2. Subject to the limitations set out in this Section 15 and provided that the Customer complies with the terms of these T&C, the Supplier shall defend Customer against a third party claim that the goods infringe a patent of any third party, and pay the resulting costs and damages awarded against

Customer by a court of competent jurisdiction, provided that Customer (i) notifies the Supplier promptly in writing of such claim, (ii) grant the Supplier sole control over the defence and settlement thereof, and (iii) reasonably cooperate in response to the Supplier request for assistance. THIS SECTION 15 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE SUPPLIER'S ENTIRE LIABILITY FOR CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

16. Limitation of Liability, Insurance

- 16.1. Except with respect to breach of Intellectual Property rights and/or liability for death or personal injury to any person or damages to personal property as required by law, neither party's liability for claims for damages arising out of or in connection with these T&C shall exceed, in the aggregate, the aggregate purchase price paid by Customer to Supplier under an applicable PQ during the 12-month period prior to the date upon which such liability first arose.
- 16.2. EXCEPT WITH RESPECT TO LIABILITY FOR DEATH OR PERSONAL INJURY TO ANY PERSON OR DAMAGES TO PERSONAL PROPERTY AS REQUIRED BY LAW, UNDER NO OTHER CIRCUMSTANCES SHALL EITHER SUPPLIER OR CUSTOMER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING) INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE, LOSS OF REVENUES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THESE T&C OR ANY PQ THEREUNDER WHETHER OR NOT SUPPLIER OR CUSTOMER SHALL HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS.
- 16.3. THE PROVISIONS OF THIS SECTION 16 ALLOCATE THE RISK BETWEEN CUSTOMER AND SUPPLIER, AND CUSTOMER HEREBY ACKNOWLEDGES THAT SUPPLIER HAVE RELIED UPON THE LIMITATIONS SET FORTH IN THIS SECTION 16 IN DETERMINING WHETHER TO ENTER INTO THIS ENGAGEMENT.
- 16.4. Each party shall maintain, at its expense, general and product liability insurance in adequate amounts and customary in the industry including without limitation insurance policy for the goods which covers liabilities for damages on account of bodily or personal injury or death to any person, or damages to property of any person or entity.

17. Miscellaneous

- 17.1. Entire Agreement. The PQ, these T&C and the EULA (if applicable) constitute the entire agreement between the parties hereto and supersedes all prior representations, proposals, discussions, conditions, warranties, covenants and all other communications between the parties relating thereto. The invalidity or unenforceability of any provision of these T&C shall not affect the validity or enforceability of any other provision.
- 17.2. No Waiver. It is expressly understood that in the event either party shall, on any occasion, fail to perform any term of these T&C and the other party shall not enforce that term, the failure to enforce on the occasion shall not constitute a waiver nor prevent enforcement of that or any other provision on any other occasion.
- 17.3. Notices. All notices permitted or required by these T&C shall be in writing and shall be deemed to have been duly served (i) upon personal delivery (ii) upon e-mail transmission (with confirmation of delivery) to the addresses detailed in the PQ, or (iii) five (5) days after deposit, postage prepaid, return receipt requested, if sent by registered mail and addressed to the address of the other party set forth in the PQ or in accordance with such other address information as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions.
- 17.4. Applicable law and disputes. The Laws of the Netherlands are applicable to these T&C, the PQ or other agreement between the parties hereto. All disputes which might arise between parties, shall exclusively be resolved by the competent court in the Netherlands within which jurisdiction the legal seat of Supplier is located unless the law by rules of mandatory law has declared another court competent.